

**The Ohio State University Research Foundation
Consortium Agreement
Terms and Conditions**

This agreement made this ____ day of _____ by and between The Ohio State University Research Foundation, 1960 Kenny Road, Columbus, OH 43210 (hereinafter called the FOUNDATION), and _____, having a place of business at _____, and who desires to become a member-sponsor (hereinafter called SPONSOR) of the Compact Radar Cross-Section Measurement Ranges Research and Development Consortium (hereinafter called CONSORTIUM) is made under the following terms:

1. The FOUNDATION will undertake a program of research and development under a project known as Compact Radar Cross-Section Measurement Ranges Research and Development Consortium as described in the attached proposal entitled "Electromagnetic Range Consortium", dated September 15, 2004 and incorporated herein by reference.
2. The research and development program covered by this agreement shall begin on July 1, 2004 and extend through June 30, 2005 and is renewable annually.
3. It is agreed that the proposal will govern the direction of the program until amended by representatives of the SPONSOR and FOUNDATION.
4. **Limitation of Liability.** FOUNDATION shall use efforts reasonable in the circumstances to perform and manage the PROJECT. However, in view of the experimental nature of the PROJECT, FOUNDATION makes no other warranty or guarantee of any kind in connection with the services provided by FOUNDATION under this AGREEMENT, and FOUNDATION DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY INFORMATION, DESIGN, SPECIFICATION, PROTOTYPE OR ANY OTHER ITEM FURNISHED TO SPONSOR, OR TO OTHERS AT SPONSOR'S REQUEST, IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT THEREOF.
5. For this program the FOUNDATION will furnish available facilities of space and laboratory equipment.
6. SPONSOR will pay the FOUNDATION the firm, fixed price of \$22,000 for annual membership fees to cover the cost of direct labor, supervision, supplies, materials, incidental expenses and overhead necessary for the execution of the work and the cost of any equipment which is not available and is necessary for the execution of the work. Any equipment purchased or built for the execution of this project shall become the property of the FOUNDATION upon termination of this agreement. Terms are net 30 days upon signing of this agreement. Membership fees shall not be pro-rated for less than one year's membership.
7. All records of the program are to be kept as directed by the FOUNDATION, either in the main offices of the FOUNDATION or in the laboratories or offices of the FOUNDATION and College of Engineering where work is being carried on, and are available only to authorized representatives of the SPONSOR. The FOUNDATION will render periodic progress reports when mutually agreed upon in writing. A final report will be prepared and submitted to the SPONSOR within 30 days following the conclusion of this agreement.
8. Publication of the results of the program by FOUNDATION will be encouraged. However neither party (FOUNDATION nor SPONSOR) shall publish or otherwise disclose, or permit to be disclosed or published, the results of this program, or any particulars thereof, for a period of 6 months after reporting of the information to all CONSORTIUM member-sponsors without notifying the other and securing its consent in writing. Specifically excluded from this provision is information of an academic nature such as might be included in a thesis or dissertation or which is strictly used for educational purposes by The Ohio State University.
9. SPONSOR will not use, directly or by implication the name of the FOUNDATION or The Ohio State University, or the name of any member of the staffs thereof, or any unpublished information or

data relating to the program in any publicity or advertising unless copy is submitted and the written approval of the President of The Ohio State University and of the FOUNDATION is obtained.

10. Title to all inventions, discoveries, works of authorship (including computer software) designs, models and the like that are made at the FOUNDATION or by FOUNDATION personnel in the in the course of projects supported by CONSORTIUM membership fees, and any patents copyrights or other forms of legal protection covering the same shall vest in the FOUNDATION. Any SPONSOR that was a paid-up sponsor during the period when an invention, etc., was made with the support of membership fees shall have a royalty-free, non-exclusive license under any patent or copyright covering such invention etc., provided that all patenting expenses are also defrayed from membership fees. Where funds from membership fees to defray all patenting expenses are not committed within six months after an invention has been made, FOUNDATION may at its own discretion proceed with perfecting and maintaining patent protection at its own expense, in which event any SPONSOR that was a paid-up member during the period when the invention was made with the support of membership fees may obtain a non-exclusive license upon payment to the FOUNDATION of \$2,500.

Any SPONSOR that was not a paid-up member during the period when an invention was made with the support of membership fees may obtain an a non-exclusive license under any patent covering such invention and owned by the FOUNDATION, upon payment to the FOUNDATION of \$5,000; similarly, any sponsor that was not a paid-up member during the period when computer software was developed with the support of membership fees may obtain a non-exclusive license under any copyright covering such computer software and owned by the FOUNDATION, upon payment to the FOUNDATION of \$1,000. If membership fees were committed to defray all patenting expenses, then one-half of such payment will be allocated to the CONSORTIUM budget.

11. Proprietary Information. Any confidential proprietary information made available by SPONSOR to FOUNDATION under this agreement, and identified as such, shall be received and held in confidence by FOUNDATION and neither disclosed to others nor used otherwise than in connection with this agreement, until two (2) years after the disclosure of such information to the FOUNDATION, except insofar as such information is or becomes available to the public without breach of this obligation or is or becomes known to FOUNDATION without obligation of confidence, and FOUNDATION will secure the corresponding obligation of its employees or agents assigned to this project.

12. It is expected that this program will be renewable annually, contingent upon having sufficient member-sponsors to provide a viable operating budget. FOUNDATION or the CONSORTIUM administrator will provide notice of request for renewal of this agreement to each CONSORTIUM member-sponsor along with a proposed membership fee and work scope for the renewal period. SPONSOR agrees to provide FOUNDATION/CONSORTIUM Administrator with notice of intention to renew or not renew this agreement. Payment of the renewal membership fee or authorized purchase order must be received by FOUNDATION/CONSORTIUM Administrator on or before _____ and annually thereafter. Membership fees, if any, from prior periods that remain unexpended at the time of dissolution of the CONSORTIUM will be retained by the FOUNDATION for further research and development in the area of compact ranges or related technologies.

13. Applicable law. This agreement shall be governed by the laws of the State of Ohio.

**The Ohio State University
Research Foundation
(FOUNDATION)**

(SPONSOR)

By _____

By _____

Title _____

Title _____

Date _____

Date _____